

BILL NO. S-77-06- 05

SPECIAL ORDINANCE NO. S- 112-77

AN ORDINANCE approving the allocation of funds and approving the acquisition and renovation of two properties to be used as the East Central Neighborhood Center.

WHEREAS, Neighborhood Care, Inc. is desirous of purchasing and renovating two properties located at 1205 and 1207 East Lewis Street; and

WHEREAS, both properties combined would be used by the East Central Neighborhood Association for meetings, fund raising projects, social and recreational activities in accordance with the Block Grant Year II funds from which the purchase would be acquired.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That approval is hereby given for the acquisition and renovation of two properties located at 1205 and 1207 East Lewis Street by Neighborhood Care, Inc.

SECTION 2. That the expenditure of \$30,000.00 from the Block Grant Year II funds for said purchase and renovation is hereby approved.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T. Lingo
Councilman

APPROVED AS TO FORM
AND LEGALITY

[Signature]
CITY ATTORNEY

Read, the first time in full and on motion by Hinga, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 6-14-77

Charles W. Whitman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (~~POST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 6-28-77

Charles W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-112-77 on the 28th day of June, 1977.
ATTEST: (SEAL)

Charles W. Whitman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of June, 1977, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Whitman
CITY CLERK

Approved and signed by me this 30th day of June, 1977, at the hour of 10:30 o'clock _____ M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-06-05

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving the allocation of funds and approving the acquisition and
renovation of two properties to be used as the East Central Neighborhood Center.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

William T. Hinga

James Stier

Vivian G. Schmidt

Paul M. Burns

DATE 6-28-77

CHARLES W. WESTERMAN, CITY CLERK

EAST CENTRAL ASSOCIATION LEASE

Neighborhood Care, Inc., Lessor and Owner of the real estate and the structure located thereon at 1205 E. Lewis Street, Fort Wayne, IN (hereafter referred to as "the Owner") and the Lessee, East Central Neighborhood Association (hereafter referred to as "the Association"), desire to establish a community center providing civic, social and educational facilities beneficial to the East Central community. Pursuant to these aims, both Owner and the Association, agree to the following conditions:

1) The Owner shall provide the cost, materials and labor for rehabilitation of the building located at 1205 E. Lewis Street, including but not limited to interior and exterior refurbishing, demolition of garage and preparation of parking area on land now occupied by a garage, grading, seeding and attractive landscaping of vacant land to the desired specification approved by the representatives or agent of the East Central Neighborhood Association.

2) The Owner shall be responsible for the insurance premiums which will cover only the building, should fire occur. All insurance premiums covering the realty and paid by the Lessor, shall accrue solely to and for the benefit of the Lessor. All other additional items, including fixtures and personalty furnished by the Association will be the responsibility of the Association.

3) The Owner shall not be obligated to exceed the thirty thousand dollars amount allocated by Council for costs in paragraph items stated in 1) and 2) of this agreement.

4) The Owner shall be responsible for 3 keys to the building, two to be in the possession of the Association and one to be in the possession of the Owner. In the event new locks are necessary, the Association will assume the responsibility to purchase the locks and deliver one key to the Owner.

5) The Owner shall, when and if available at a reasonable cost, acquire the adjacent property located at 1207 E. Lewis Street and provide the refurbishing of the block building at rear of lot to the desired specifications approved by the representatives or agent of the East Central Neighborhood Association.

6) The Association shall provide an enclosed, separate office, having the capacity to be used by the staff of Neighborhood Care, Inc. on the first floor level. Said office shall be approved by Neighborhood Care, Inc. (as adequate for their use).

7) The Association shall be responsible for payments of all utilities for the building, including water and sewer, electricity, gas or oil, and telephone service, except the telephone used by Neighborhood Care.

8) The Association agrees that the premises are in sound condition upon entering occupancy of the premises and that upon termination of occupancy, the premises will be returned to the Owner in the same clean, sightly and healthful condition as upon initial occupancy, reasonable wear and tear excepted.

9) The Association shall provide all maintenance except for major expenditure items, and the Association is required to keep the building in clean, sanitary, safe and sound condition, including daily janitorial service.

10) Should the building on said premises or any substantial part of said premises, without fault or negligence of either party, be destroyed so as to be unfit for occupancy, then this agreement may be cancelled at the election of either party.

Con't Lease
NCI & East Central Association

11) This lease shall terminate without liability to the Lessee, should there be an eminent domain proceeding or other public condemnation of no fault and beyond the control of the Lessor. If such a contingency vests, the Lessor neither expressly or impliedly agrees or covenants that it will find a replacement property, but may at its sole discretion.

12) The Association agrees and covenants that it will indemnify and hold harmless from any loss, resulting to the Lessor from the negligence of the Lessee, whether it is malfeasance or misfeasance. This exculpation includes, but is not limit to, injury done to or by the Lessee's agents, independent contractors, Business invitees or licensees.

13) The Association covenants that this agreement will be used solely for the purposes enumerated above and that such contract terminates upon any attempted assignment by the occupant.

14) Should the Association substantially breach the covenants enumerated above, this agreement will terminate at the option of the Owner.

15) This instrument constitutes the entire agreement between the parties. Neither party shall be bound by any prior terms, conditions, statements or representations, oral or written, not herein contained.

16) No subsequent modification of this contract shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

17) The terms of the agreement shall not exceed one (1) year from the date of execution and can be terminated only for just cause, by a 30 day written notice, signed by an authorized agent and received in hand by the cancelling party's counterpart or sent by certified mail. Said agreement will be revived after expiration of the first year, only if both contracting parties agree.

EAST CENTRAL COMMUNITY ASSOCIATION

BY _____

AUTHORIZED AGENT FOR EAST CENTRAL
COMMUNITY ASSOCIATION

BY _____

AUTHORIZED AGENT FOR EAST CENTRAL
COMMUNITY ASSOCIATION

NEIGHBORHOOD CARE, INC.

BY _____

DIRECTOR OF NEIGHBORHOOD CARE, INC.

State of Indiana, County of _____

Before me, a Notary Public in and for said County and State, on this

_____ day of _____, 1977, personally appeared _____

_____ and each acknowledged the execution of the above and foregoing Agreement of Occupancy to a voluntary act without fraud, duress or undue influence.

NOTARY PUBLIC

My Commission Expires _____

DIGEST SHEET

J. 77-06-05.

Finance

TITLE OF ORDINANCE Allocation of funds for East Central Neighborhood Association Building

DEPARTMENT REQUESTING ORDINANCE Community Development & Planning (Neighborhood Care, Inc.)

SYNOPSIS OF ORDINANCE Neighborhood Care, Inc. is desirous of purchasing and renovating (2) two properties, located at 1205 and 1207 E. Lewis St. Both properties combined would be used by the Association for Meetings, Fund Raising Projects, social and recreational activities in accordance with the Block Grant Year II funds from which the purchase would be acquired.

EFFECT OF PASSAGE Acquisition and renovation could be pursued immediately (copy of agreement attached)

EFFECT OF NON-PASSAGE Properties lost

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Thirty Thousand Dollars
\$30,000

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: _____